

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION**

PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2011, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter “DVR” and **VENDOR NAME** hereinafter referred to as “Vendor”.

PURPOSE

A. The purpose of this agreement is for DVR to purchase and for Vendor to provide the services specified in this agreement to consumers referred by DVR.

TERM

The term of this agreement shall be from October 1, 2011 until September 30, 2013.

SPECIFIC SERVICE AND COMPENSATION

The specific description of services and performance standards and rate of payment for such services are more particularly described in **Attachment X** of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor represents that it is in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain certification or adhere to national or state standards (based upon DVR standard criteria), and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability.
- D. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.
- E. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of

professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and consumer satisfaction surveys.

- F. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- G. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. DVR contracted services that generate reports on consumer performance, medical or psychological condition or behavior is considered confidential and written consent by DVR must be given for the release of such information to other agencies.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR consumer.

RECORDS AND REPORTS

- A. DVR shall have the right to conduct an annual quality assurance review of program and services during the term of this agreement upon giving 30 days notice of its intent to make such a review. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct consumer satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized consumer referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR consumers. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with

the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR consumer in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor shall require staff to attend DVR sponsored training programs through the term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the consumer.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

John J. McMahon, Jr., Secretary of Labor

Date: _____

The Division of Vocational Rehabilitation, by:

Andrea Guest, Director

Date: _____

XXXXX, Vendor

Name, Title

Date: _____

ATTACHMENT 1

COMPETITIVE JOB DEVELOPMENT, PLACEMENT AND RETENTION SERVICES

GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Vendor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Vendor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with VR Counselor to discuss any substantive issues that arise during the time customer is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

JOB DEVELOPMENT, JOB PLACEMENT AND RETENTION SERVICES PROGRAM DESCRIPTION

The vendor shall provide job development, placement and retention services to individuals referred by DVR so that person can achieve an employment outcome consistent with his/her individualized employment plan and job placement agreement. The employment outcome shall be consistent with the individual's interests and abilities, and shall reflect his/her preference. Job development, job placement and job retention services shall include:

- 1. Development of job-seeking skills (develop a resumé or employment proposal, assist with dress and/or hygiene, develop job-interviewing skills, develop job-seeking skills).
- 2. Customer-specific job development (contact employers, coordinate customer job interviews).
- 3. Job analysis (identify essential job functions, develop a job training plan).
- 4. Direct intervention with employer (assist customer with interview, orient customer to the job, orient customer to work schedule, develop initial natural supports, follow up with employer during the first 90 days of employment).
- 5. Transportation coordination/training (develop transportation arrangements).
- 6. Coordination of financial issues (assist with coordination of financial support services, coordination of SSA benefits counseling, as well as other public and private sources).

Job development, placement and retention services will require that:

- A. Vendor shall ensure that the individual trainer will provide services, as required and agreed upon by the VR counselor and customer, and/or will provide follow up services for a period of time agreed upon by the DVR counselor, vendor and the customer.
- B. Job placement agreements must be signed by the customer and counselor. Prior to placement, monthly progress reports will be submitted to the VR counselor utilizing DVR documentation standards. Once a customer is placed in a job, a DVR placement report will be provided within two weeks (14 days) of placement.
- C. Vendor shall provide written summary and evaluation of the individual's progress on a monthly basis and report them to the DVR counselor utilizing DVR documentation standards within two weeks (14 days) of their due dates.

PAYMENT RATE AND SCHEDULE

Compensation shall be paid to vendor at the total rate of **X Dollars (\$X)** for job development, placement and retention services. Payment shall be made according to the following schedule:

Thirty percent (30%) **or X Dollars (\$X)** will be approved for payment by DVR after no less than 30 days of job development services as documented in a progress report according to DVR standards in addition to receipt of a résumé for the customer being served.

Thirty percent (30%) **or X Dollars (\$X)** will be approved for payment by DVR when an initial placement is made consistent with the terms of the Placement Agreement and approved by the customer. If the customer should begin employment prior to 30 days, the first sixty percent (60%) **or X Dollars (\$X)** will be approved for payment by DVR as documented in a progress report according to DVR standards consistent with the terms of the Placement Agreement and approved by the customer, in addition to receipt of a résumé for the customer.

The remaining forty percent (40%) **or X Dollars (\$X)** will be approved for payment by DVR if and when the DVR customer has achieved ninety days of successful employment on the job for which payment on the initial placement was made.

In the event that placement is made where that vendor becomes the employer of the customer referred for placement, DVR shall pay vendor sixty five percent (30% for job development, 15% at placement, 20% at 90 days of successful employment) of the total placement rate if and when the DVR customer has achieved ninety days of successful employment on the job. The vendor as the employer of the customer shall be defined as employment where the vendor assumes responsibilities for wages, benefits (if applicable) and place of employment for the customer.

In the event that two customers are placed in part-time positions developed from a single vacant position under this agreement, DVR shall pay vendor eighty percent (80%) of the total placement rate for each customer. Vendor shall receive twenty percent (20%) of the first payment, twenty percent of the second payment (20%) and the full amount of the third payment (40%).

For multiple placements, DVR shall pay the full placement rate for the first two customers placed, and shall pay only the third placement point (40%) for all others that meet the definition of multiple placements. Multiple placements are defined for the purpose of this agreement as two or more customers being placed with the same employer, through the same hiring authority, who begin employment at the same site within two calendar weeks of each other.

Payment shall be made by authorization (DVR-7) duly issued and signed by a DVR Counselor. DVR will not be responsible for payment of services initiated in the absence of a valid written authorization. DVR will refer a customer to the vendor for exclusive provision of placement services during the period of time the placement authorization is in effect (see Referrals below). Two providers can share placement payments when the vendors collaborate on a successful placement.

Placement authorizations (DVR-7), which were issued by DVR ninety days or less prior to the effective date of this agreement (October 1st) and remain outstanding as of that date because a placement has not yet been achieved, shall be re-issued at the new rate under the terms of this agreement.

Payment shall be made for services provided under the purchase of service agreement when the authorization (DVR-7), signed by the DVR counselor, is returned, signed and dated by the vendor, within five (5) working days after service is completed. All required documentation of service and reports must be included with the authorization (DVR-7) in order for the vendor to receive payment.

REFERRALS

Every authorized consumer referral for placement services shall be an exclusive standardized DVR referral to the designated service provider for a period of time negotiated by the DVR counselor, the vendor, and the consumer at the time of the signing of the Job Placement – Coaching and Supported Employment Agreement (Attached). The term of the Job Placement – Coaching and Supported Employment Agreement shall not exceed ninety days. DVR agrees to honor a valid Placement Agreement as written for the time period authorized. Should an authorized customer secure employment through his/her own efforts, or the efforts of the DVR counselor or the DVR in-house placement specialist, and the designated vendor provides appropriate documentation of direct placement activity with that customer, DVR shall pay the vendor for 60% of the total placement rate for job development and placement services in accordance with the provisions of the signed Job Placement – Coaching and Supported Employment Agreement.

Direct placement activity shall be defined as vendor documented completion of agreed upon activities as specified within the Job Placement – Coaching and Supported Employment Agreement.

Should the DVR counselor or customer become dissatisfied with vendor services, the concerned parties should meet and discuss the problem with the vendor. If no improvement in service is noted as determined by the customer and the DVR counselor, the DVR counselor shall be obliged to remove the consumer from the program and nullify the terms and conditions of the Job Placement – Coaching and Supported Employment Agreement. The vendor must be notified in writing of such action.

REPORTING

Vendor shall provide written monthly activity reports to the DVR counselor regarding job development activities prior to job placement using the Job Placement – Coaching and Supported Employment Progress Report (Attached). The vendor shall submit written documentation of 90 days of successful employment to the DVR counselor along with the authorization (DVR-7) in order to receive final payment for placement services.

ATTACHMENT 2

COMMUNITY BASED WORK ASSESSMENT

GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Vendor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Vendor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with VR Counselor to discuss any substantive issues that arise during the time customer is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

COMMUNITY BASED WORK ASSESSMENT PROGRAM DESCRIPTION

The vendor shall provide community based assessments to consumers referred by DVR consistent with the current standards of industry and accreditation organizations, such to provide an employability assessment for specific jobs in the community. Vendor shall provide an overview of the equipment and tools to be used (if applicable); assessment locations; minimum requirements necessary to participate in the assessment; and assessment objectives.

1. At a minimum, community based assessment must address the following questions and be documented according to DVR standards (Rubin and Roessler, 2008):
 - Does the person have the skills and abilities required to perform their preferred work activities?
 - Are there limitations not previously noted by the rehabilitation counselor?
 - How well does the person deal with supervisors and coworkers?
 - Can the person transfer learning from one task to another?
 - On which vocational task does the individual demonstrate the greatest potential?
 - How does the person's family support or fail to support rehabilitation goals?
 - Any areas of concern must be addressed in writing and in person with the DVR counselor.
2. Vendor will provide consumer with real work experiences in the community lasting a minimum of four (4) hours each to ensure the individual sufficiently understands all the requirements of the job.
3. Internships and volunteer experiences can be considered community based assessment sites with the condition that the positions and job duties the customer

is being assessed in are equivalent to the job duties and positions for paid employees within the same assessment sites.

PAYMENT RATE AND SCHEDULE

Compensation shall be paid to the vendor by DVR at the rate of **X Dollars (\$X)** for each unit (day - minimum of four [4] hours) of service authorized by the DVR counselor, upon completion of the authorized unit(s) of service.

Payment shall be made for services provided under the purchase of service agreement when the authorization (DVR-7), signed by the DVR counselor, is returned, signed and dated by the vendor, within ten (10) working days after service is completed, in addition to a completed copy of the DVR Community Based and Supported Employment Assessment Form (Attached). All required documentation of service and reports must be included with the authorization (DVR-7) in order for the vendor to receive payment.

DVR agrees to pay vendor for work performed to plan and arrange for services in the amount of first full day fee if the DVR customer fails to appear for or attend the community based work assessment appointment as scheduled.

REFERRALS

Every authorized consumer referral for community based work assessment shall be made by a signed authorization (DVR-7) from the DVR counselor in addition to a DVR referral form. No payment will be made for services under this purchase of service agreement in the absence of an authorization (DVR-7).

ATTACHMENT 3

EMPLOYMENT READINESS TRAINING SERVICES

GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Vendor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Vendor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with VR Counselor to discuss any substantive issues that arise during the time customer is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

EMPLOYMENT READINESS TRAINING SERVICES PROGRAM DESCRIPTION

The vendor shall provide employment readiness training services to a consumer referred by DVR consistent using best practices and most effective methods, consistent with current standards of the industry and accreditation organizations. These services are intended for consumers where it has been established and documented by the VR counselor, consumer and vendor that job placement and coaching services are insufficient in meeting the consumer's needs adequately.

Vendor shall use established curriculum which includes relevant learning objectives and methodologies, and address clients educational and accommodation needs. The vendor shall:

1. Work with the customer to ameliorate problematic workplace and life skill behaviors. After agreeing upon the behaviors to be worked on with the customer and VR counselor, the vendor will work with the customer to address problematic behaviors. These skills may be taught in community based settings, including internship and volunteer settings if available. Curriculum content must include some include components from at least five of the below categories:
 - Time Management
 - Goal Setting
 - Proactive and Responsive Communication Skills
 - Self Management (diet, exercise, sleep, recreation and relaxation techniques)
 - Changing Unproductive Patterns of Behavior, Thinking and Feeling
 - Problem Solving
 - Active Listening
 - Assertiveness Training
 - Conflict Resolution

- Financial Management
- Family Education

PAYMENT RATE AND SCHEDULE

Compensation shall be paid to the vendor by DVR at the rate of **X Dollars (\$X)** for each unit (week) of service authorized by the DVR counselor upon completion of the authorized unit(s) of service as documented in a completed DVR Employment Readiness Training Progress Report (Attached). A full unit of service is considered at least 3 days of attendance, in one week, unless otherwise specified in the IPE or written authorization (DVR-7). Compensation for part-time participation four hours or less per day shall be proportional to the amount of participation.

Payment shall be made for services provided under the purchase of service agreement when the authorization (DVR-7), signed by the DVR counselor, is returned, signed and dated by the vendor, within five (5) working days after service is completed. All required documentation of service and reports must be included with the authorization (DVR-7) in order for the vendor to receive payment.

REFERRALS

Every authorized consumer referral for community based work assessment shall be made by a signed authorization (DVR 7) from the DVR counselor in addition to a DVR referral form. Following receipt of referral, the vendor is required to contact the DVR counselor to schedule a meeting with the customer and DVR counselor to complete a DVR Employment Readiness Training Agreement (Attached) prior to providing services. No payment will be made for services under this purchase of service agreement in the absence of an authorization (DVR-7).

ATTACHMENT 4

JOB COACHING SERVICES

GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Vendor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Vendor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with VR Counselor to discuss any substantive issues that arise during the time customer is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

JOB COACHING SERVICES PROGRAM DESCRIPTION

The vendor shall provide job coaching services to individuals referred by DVR so that persons can maintain an employment outcome consistent with his/her individualized employment plan and job coaching agreement. The employment outcome shall be consistent with the individual's interests and abilities, and shall reflect his/her preference. The services provided shall be consistent with the current standards and practices of the industry, certification and accreditation organizations. Job coaching services shall include:

- 1. Employment-related skills training (train customer on specific work behaviors to the satisfaction of the employer, work schedule time management training, workplace communication skills training), and
- 2. Maintenance of appropriate work and interpersonal behaviors (develop and implement fading plan, maintain appropriate behaviors to the satisfaction of the employer, support to relearn job tasks, short-term training follow-up with customer), and
- 3. Other training needs as agreed upon by the VR counselor and consumer. May include some of the following (elementary money management, coordinate job accommodations and natural supports, recommend assistive technology evaluation, training in the use of public transportation).

PAYMENT RATE AND SCHEDULE

Compensation shall be paid to the vendor by DVR at the rate of **X Dollars (\$X)** for each unit (hour) of service authorized by the DVR counselor upon completion of the authorized unit(s) of service as documented in a completed Job Placement - Coaching and Supported Employment Progress Report (Attached). Authorized job coaching hours consist of direct hours of service to the client or on behalf of the client at the job site are

billable. Travel time and other activities incidental to the provision of services are not considered billable hours.

Payment shall be made for services provided under the purchase of service agreement when the authorization (DVR-7), signed by the DVR counselor, is returned, signed and dated by the vendor, within five (5) working days after service is completed. All required documentation of service and reports must be included with the authorization (DVR-7) in order for the vendor to receive payment.

REFERRALS

Every authorized consumer referral for job coaching services shall be made by a signed authorization (DVR 7) from the DVR counselor in addition to a DVR referral form. Following receipt of referral, the vendor is required to contact the DVR counselor to schedule a meeting with the customer and DVR counselor to complete a Job Placement - Coaching and Supported Employment Agreement (Attached) prior to providing services. No payment will be made for services under this purchase of service agreement in the absence of an authorization (DVR-7).

ATTACHMENT 4B

JOB COACHING WITH AMERICAN SIGN LANGUAGE SUPPORT

GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Vendor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Vendor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with VR Counselor to discuss any substantive issues that arise during the time customer is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

JOB COACHING WITH AMERICAN SIGN LANGUAGE SUPPORT SERVICES PROGRAM DESCRIPTION

The vendor shall provide job coaching services to a consumer referred by DVR who communicates using American Sign Language, and who requires supports in order to successfully maintain employment. Vendor should be able to communicate with and understand deaf consumers using their expressive and receptive communication skills. Vendor may perform some interpreting as incidental nature of the job coaching with communication supports. Vendor counsels, teaches and advises consumers on work related matters to ensure successful employment; provides VR Counselor with monthly written reports with hourly documentation of their activities. Vendor determines job accommodations needs working in conjunction with the consumer and the employer. Vendor assists in the use of Rehabilitation Technology devices and resources and serves in a consultative capacity to the employer when needed. Vendor supports partnerships to create a supportive environment for both the consumer and the employer.

The vendor shall provide job coaching services to individuals referred by DVR so that persons can maintain an employment outcome consistent with his/her individualized employment plan and job coaching agreement. The employment outcome shall be consistent with the individual's interests and abilities, and shall reflect his/her preference. The services provided shall be consistent with the current standards and practices of the industry, certification and accreditation organizations. Job coaching services shall include:

1. Employment-related skills training (train customer on specific work behaviors to the satisfaction of the employer, work schedule time management training, workplace communication skills training), and
2. Maintenance of appropriate work and interpersonal behaviors (develop and implement fading plan, maintain appropriate behaviors to the satisfaction of the employer, support to relearn job tasks, short-term training follow-up with customer), and

3. Other training needs as agreed upon by the VR counselor and consumer. May include some of the following (elementary money management, coordinate job accommodations and natural supports, recommend assistive technology evaluation, training in the use of public transportation).

PAYMENT RATE AND SCHEDULE

Compensation shall be paid to the vendor by DVR at the rate of **X Dollars (\$X)** for each unit (hour) of service authorized by the DVR counselor upon completion of the authorized unit(s) of service as documented in a completed Job Placement - Coaching and Supported Employment Progress Report (Attached). Authorized job coaching hours consist of direct hours of service to the client or on behalf of the client at the job site are billable. Travel time and other activities incidental to the provision of services are not considered billable hours.

Payment shall be made for services provided under the purchase of service agreement when the authorization (DVR-7), signed by the DVR counselor, is returned, signed and dated by the vendor, within five (5) working days after service is completed. All required documentation of service and reports must be included with the authorization (DVR-7) in order for the vendor to receive payment.

REFERRALS

Every authorized consumer referral for job coaching services shall be made by a signed authorization (DVR 7) from the DVR counselor in addition to a DVR referral form. Following receipt of referral, the vendor is required to contact the DVR counselor to schedule a meeting with the customer and DVR counselor to complete a Job Placement - Coaching and Supported Employment Agreement (Attached) prior to providing services. No payment will be made for services under this purchase of service agreement in the absence of an authorization (DVR-7).